

**Terms and Conditions of Purchase – Terms and Conditions for all Order Types  
(hereinafter referred to as "General Terms and Conditions of Purchase")**



**§ 1. Sole Application of our General Terms and Conditions of Purchase / No Restriction on further Rights and Claims**

- 1.1 Solely our General Terms and Conditions of Purchase apply to all of our purchases and all types of deliveries and services to us (including, in particular, service and manufacturing orders) if our business partner is a commercial business in terms of art. 14 of the German Civil Code (BGB).
- 1.2 Our General Terms and Conditions of Purchase have priority over our business partners' terms and conditions of business. This priority also applies if our business partners' terms and conditions claim priority. Our General Terms and Conditions of Purchase also apply if we accept delivery from our business partner, knowing that his terms and conditions differ from our own General Terms and Conditions of Purchase or if they are in contradiction.
- 1.3 If, despite the regulations above, our business partner's terms and conditions of business apply, those sections of the other terms and conditions of business which differ from the legal regulations to our detriment are deemed to be inapplicable by mutual consent. We hereby reject all differences of other terms and conditions of business from the legal regulations if these differences are to our detriment.
- 1.4 Further rights of ours (e.g. as laid down in the German Civil Code (BGB) or German Commercial Code (HGB)) are neither excluded nor restricted by our General Terms and Conditions of Purchase.

**§ 2. Written Form / Written Confirmation of Differing Order Confirmations / Rights to our Documentation, Tools and Models**

- 2.1 Each contracting party has a right to a written confirmation of the entire content of the contract.
- 2.2 If our business partner's order confirmation differs from what we have ordered, our silence with regard to the differing order confirmation shall not mean consent to the differing content of the order confirmation.
- 2.3 Drawings, technical information sheets, samples, tools, models, products and semi-finished products provided by us for our business partner for initiating or fulfilling business transactions, remain our property; we may request their return at any time and the business partner may only pass them on to or bring them to the knowledge of third parties (including clients or suppliers) with our consent.

- 2.4 The business partner stores the items (and similar items) as mentioned in § 2.3 free of charge for us.

**§ 3. Delivery Dates / Liability for Delayed Delivery / No Delivery before Delivery Date / Partial Deliveries / Delivery Disruption due to Force Majeure / No Retention of extended Property Title for the Business Partner**

- 3.1 The agreed delivery times and dates are strictly binding on our business partner. If there is a possibility or if it is likely or certain that non-delivery, delays or defective deliveries will occur, our business partner must notify us without delay and indicate the type and extent of the delivery disruption..
- 3.2 Our business partner's liability for delayed delivery shall not in any way be deemed restricted by his differing terms and conditions of business.
- 3.3 We are not obliged to accept premature delivery.
- 3.4 We are not obliged to accept partial deliveries.
- 3.5 We may request partial deliveries unless this is unacceptable to our business partner.
- 3.6 War, civil war, export restrictions relating to the further disposal of the services as ordered, legal strike action, legal lockouts and non-culpable operational disruption or restrictions are deemed to be force majeure, which will entitle us to accept the delivery of services belatedly,; the obligation to accept services then shall exist from the time when the disruption is over.
- 3.7 Our business partner shall bear the procurement risk. Circumstances as described in § 3.6 shall not affect his duty to deliver. Our business partner's reservation of the duty to perform to cases when he receives delivery from his supplier only applies if this is acknowledged by us in writing and in an individual contractual form.
- 3.8 Declarations of an extended retention of property rights in favour of our business partner have no effect.

**§ 4. Delivery / Specific Test Report / Packaging**

- 4.1 Delivery is made to the place of delivery which has been indicated by us and at the business partner's expense. If we have agreed to bear the freight cost (on the basis of an individual agreement), the business partner shall select the delivery method as specified or in other cases choose the most favourable method of transport or delivery for us.

4.2 Risk of destruction of the delivery item shall pass on us only when we take delivery of the said item at our place of delivery.

4.3 Unless otherwise agreed and in addition to the delivery note, the delivery must also include an inspection certificate 3.1 in accordance with EN 10204 or an internationally recognised test report of equal status showing the characteristic data as agreed with the supplier. Initial deliveries, particularly samples, must include full initial sample documentation and all documents in accordance with PPAP/PPF level 3.

4.4 Packaging cost shall be borne by our business partner. As far as we bear the packaging cost (on the basis of an individual agreement), our business partner will only charge his own cost. If packaging is returned, our business partner will bear the delivery and transport cost for the return.

#### **§ 5. Prices**

5.1 The agreed price is a fixed price. Our business partner may not claim an increase on the agreed price even if prime cost (higher salaries, cost of materials, other increases in production costs) rise.

5.2 Payment shall be effected after receipt of the goods and invoice within 8 days subject to a 3% discount or net without deductions within 30 days; for meeting the deadline the ordering of our payment shall be the determining factor.

#### **§ 6. Payment / Non-Assignability**

6.1 If partial deliveries or deliveries are accepted before the agreed delivery date, the due date of payment shall be as if the said delivery had taken place on the agreed date.

6.2 Payment claims against us can only be assigned with our written consent; the requirement of the written form can only be waived in writing.

#### **§ 7. Liability for defects / Unrestricted Warranty / Product Liability / Third-Party Rights / Non-Disclosure**

7.1 We shall check the delivered goods based on the accompanying paperwork only for identity and quantity and for any visible external damage occurred during transport. We shall notify the supplier as soon as any defects of the goods or services have been noticed in the course of our due business procedures, within an appropriate period of

at least 5 working days after they have been noticed. In this respect, the supplier shall waive the defence of a belated notification of defects (art. 377 of the German Commercial Code (HGB)).

7.2 Our business partner grants an unrestricted warranty in accordance with the legal provisions.

7.3 Our business partner shall hold us exempt from any defects in the goods for which he is responsible and from any resulting third-party product liability claims to the extent in which the claim could be brought directly against the business partner. This shall not affect further claims of benefit to us.

7.4 Our business partner guarantees that his deliveries and services and our use of the aforesaid do not breach any patents or any other protective rights. He shall hold us and our clients exempt from all third-party claims arising out of a breach of protective rights if and as far as the breach of property rights originates from the sphere of our business partner.

7.5 Our business partner has to treat all information about us, our business operation, our employees, our products, and the products delivered to us as strictly confidential. This particularly applies to the characteristics, the composition and the features of our products and to the content and scope of our orders and all deliveries to us. Facts which are generally available and/or generally known are exempted from this duty..

#### **§ 8. Other Provisions**

8.1 Should a provision or a part of a provision in these Terms and Conditions of Business be or become void, this shall not affect the validity of the remaining provisions or parts thereof.

8.2 The place of performance for the goods or services ordered by us is our company headquarters in Mengen (Baden-Württemberg), Federal Republic of Germany.

8.3 The legal relationship between us and our business partners is based exclusively on German law (with exclusion of the CISG); the application of German law (with exclusion of the CISG) also applies to breaches of duty, which do not represent any defect of the delivered item or the service provided.

8.4 The exclusive place of jurisdiction for all legal proceedings against us in connection with the contractual relationships between us and our business partners lies with the local German court locally competent for our company headquarters. We may, however, bring forward an action against our business partners at another place of jurisdiction.